

Southern Pacific Transportation Company

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RECORDATION NO. 6050 F
Filed 1425
JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
Page Two
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Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

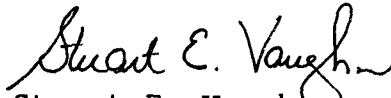
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

RECORDATION NO. 6054-C Filed & Recorded

FEB 24 1969 -12 30 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT, dated as of January 15, 1969,
between C.I.T. CORPORATION (hereinafter called
the Lessor) and READING COMPANY (hereinafter
called the Lessee).

WHEREAS the Lessor and the Lessee have entered into
a Lease of Railroad Equipment dated as of December 1, 1968,
covering the railroad equipment described in Schedule A
thereto (hereinafter called the Lease);

WHEREAS the Lease has been recorded with the Inter-
state Commerce Commission in accordance with Section 20c of
the Interstate Commerce Act; and

WHEREAS the parties hereto now desire to amend the
Lease to increase the interest rate on overdue rentals;

NOW, THEREFORE, in consideration of the foregoing
and of the mutual promises, covenants and agreements herein-
after set forth, it is agreed by and between the parties
hereto that:

1. § 17 of the Lease is hereby amended by deleting
the percentage 8-3/4 and inserting in lieu thereof the per-
centage 9.

2. The Lessee will promptly cause this Agreement
to be filed and recorded with the Interstate Commerce Commis-
sion in accordance with Section 20c of the Interstate Commerce
Act.

RECEIVED
FEB 24 12 19 PM '69
I.C.C.
FEE OPERATION BR.

20#5

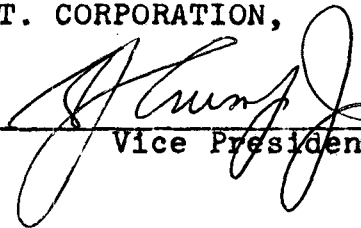
3. Except as amended and supplemented hereby, the Lease shall remain unaltered and in full force and effect.

4. Concurrently with the delivery of the opinion of counsel for the Lessee referred to in § 14 of the Lease, the Lessee will deliver to the Lessor an opinion of counsel for the Lessee, addressed to the Lessor to the effect set forth in § 14 of the Lease, covering this Agreement amending the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

C.I.T. CORPORATION,

by


Vice President

[Corporate Seal]

Attest:


Assitant Secretary

APPROVED
AS TO FORM

READING COMPANY,

by


Vice President

[Corporate Seal]

Attest:


Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 3 day of FEBRUARY 1969, before me personally appeared C. J. Crump, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. CORPORATION, that one of the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Alma Seim
Notary Public

ALMA SEIM
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Kings Co. No. 24-8911900
Term Expires March 30, 1970

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 10th day of February 1969, before me personally appeared J. Richard Tomlinson, to me personally known, who, being by me duly sworn, says that he is a Vice President of READING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Arthur H. Williams
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 17, 1970